

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

| | |
|---|---|
| 1. Name and address of registrant Powell, Goldstein, Frazer & Murphy 1001 Pennsylvania Avenue, NW Washington, DC 20004 | 2. Registration No. 3274 |
| 3. Name of foreign principal The Hong Kong Trade Development Council | 4. Principal address of foreign principal 36-39F/Office Tower Convention Plaza 1 Harbour Road, Hong Kong |

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☒ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

N/A

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

N/A

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

The Hong Kong Trade Development Council is a statutorily-created non-governmental advisory body, composed primarily of private sector representatives, which promotes overseas trade with Hong Kong.

b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

The Hong Kong Trade Development Council is a statutorily-created, non-governmental advisory body, composed primarily of private business representatives, which promotes trade with Hong Kong. The Chairman of the Trade Development Council is a private citizen who is appointed by the Hong Kong government. The Council's membership includes two government officials, but the remaining members are drawn entirely from the private sector. The Trade Development Council is independently funded by an ad valorem duty on imports and exports.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

See response to question 9.

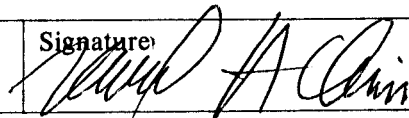
Date of Exhibit A

April 9, 1993

Name and Title

Michael H. Chanin
Acting Managing Partner

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

| Name of Registrant | Name of Foreign Principal |
|------------------------------------|---|
| Powell, Goldstein, Frazer & Murphy | The Hong Kong Trade Development Council |

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

- Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will provide the Hong Kong Trade Development Council with legal advice regarding U.S. legislative and Executive Branch actions which may affect trade with Hong Kong and assist representatives of the Trade Development Council in expressing their views on these trade issues to U.S. government officials.

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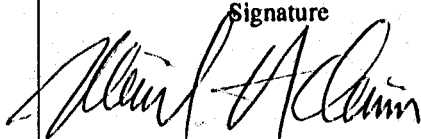
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant will monitor U.S. legislative and Executive Branch actions which may affect trade with Hong Kong. The registrant will also provide assistance in explaining to U.S. government officials, through personal communications and in-person discussions, the impact of proposed U.S. government actions on trade with Hong Kong.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant will provide assistance in explaining to U.S. government officials the impact of proposed U.S. government actions which may affect trade with Hong Kong.

| Date of Exhibit B | Name and Title | Signature |
|-------------------|--|---|
| April 9, 1993 | Michael H. Chanin Acting Managing Partner |  |

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

The Hong Kong Trade Development Council

and

Powell, Goldstein, Frazer & Murphy

Consulting Agreement

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Consultancy Agreement

This Agreement, including Appendix A hereto, is made effective the 15th of February 1993, between Powell, Goldstein, Frazer and Murphy, of sixth floor, 1001 Pennsylvania Avenue, N.W., Washington D.C. 20004 (hereinafter referred to as the "Consultant") and the Hong Kong Trade Development Council of 36-39/F, Office Tower, Convention Plaza, 1 Harbour Road, Hong Kong (hereinafter referred to as the "TDC") with respect to the performance of legal services ("Consultancy Service") on a non exclusive basis in the government relations area to protect, promote, assist and develop Hong Kong's trade interests. It is hereby agreed as follows:

1. This Agreement shall take effect on the 15th of February 1993 and shall continue thereafter until 31st of March 1993, unless terminated in accordance with paragraph (5) or paragraph (12) below. Furthermore, in the event key members of the consultant firm cease to be actively associated with the Consultant and/or become unable personally to handle the issues contemplated under this Agreement, the Consultant will immediately inform the TDC and this Agreement will be reviewed and may be terminated immediately by the TDC at its sole discretion. It is anticipated that other attorneys and employees of the Consultant will assist in providing the Consultancy Service.
2. During the currency of this Agreement, the Consultant's services will include but will not be limited to providing advice, support and assistance before the Legislative and Executive Branches of the United States Government in connection with:

- (a) providing appropriate prior warning, research, analysis, general and technical data, assistance in discussion and advice on the following:
- (i) bilateral economic relations between Hong Kong and the USA including such matters as bilateral negotiation and consultations, and trade issues of particular or general interest, including matters relating to the bilateral textile trade agreement between Hong Kong and the USA;
 - (ii) trade policy, measures, administrative practices and legislative proposals of the USA which may affect bilateral trade between Hong Kong and the USA with particular regard to trade in textiles and apparel;
 - (iii) customs legislation and administrative procedures of the USA including the collection and regular updating of US customs and court rulings and actions on product classification in particular those which affect or may affect the categorization of textile and apparel under the Bilateral Textiles Agreement between Hong Kong and the USA (1992 - 1995);

- (iv) the Arrangement Regarding International Trade in Textiles (Multi-Fibre Arrangement IV) and the Protocol Maintaining in Force the Arrangement Regarding International Trade in Textiles done at Geneva on 13 July 1991 and its successor agreement or arrangement;
- (v) matters relating to the administration of the textile import programme by the Government of the USA including rules on country of origin, import licensing, quota auctioning and proposals for measures which might have restrictive effects on textiles and apparel trade;
- (vi) safeguard, anti-dumping and countervailing duty actions whether proposed or taken by the Government of the USA in relation to Hong Kong and/or other supplying countries and possible legislation in these areas;
- (vii) intellectual property, unfair trade practices and consumer protection actions whether proposed or taken by the USA in relation to Hong Kong and/or other supplying countries and possible legislation in these areas;
- (viii) data research and technical analysis on non-textile matters including data and information on the operation of the Generalized System of Preferences (GSP);

- (ix) developments in the Multilateral Trade Negotiations under the GATT and with particular emphasis on the implementation of consequential legislation by the USA;
 - (x) any other matters that directly or indirectly affect the economic and trade interests of Hong Kong.
- (b) providing consultancy service to the TDC on matters relating to US trade relations with Hong Kong and US trade relations with other trading partners which may affect the interests of Hong Kong, including but not confined to North American Free Trade Agreement, Enterprise for the Americas Initiative and trade relations between the USA and China. This will include the following:
- (i) to provide expert advice to the TDC in the formulation of strategy to protect and promote Hong Kong's trade interests in response to legislative proposals in the US Congress and/or the US Administration's policy initiatives affecting Hong Kong, e.g. matters relating to China's MFN trading status;
 - (ii) to work closely with Hong Kong allies in the USA to protect and promote Hong Kong's trade interests, e.g. unconditional renewal of China's MFN trading status;

- (iii) to provide legal, economic and policy analysis on Special 301, market access 301, Super 301, trade and textile bills, and US trade initiatives;
- (iv) to keep the TDC informed of trade developments and to assist in coordination of action;
- (v) establishing contacts, and maintaining close working relations with key members of the US Administration; and where necessary, arranging for delegations from Hong Kong to meet these officials.

3. It is agreed, with respect to the services rendered by the Consultant pursuant to paragraph 2 above, that the Consultant will perform such services as an independent contractor to, and not as agent, employee, or under the direction or control, of the TDC. The Consultant shall not assign or otherwise dispose of any interest, right, benefit or obligation under this Agreement. The Consultant warrants that the consultancy services will be performed and completed in a professional manner and that the consulting team shall be as approved by the TDC and that the consulting team shall use all proper and professional skill, care and diligence in the performance of the consultancy services and the discharge of all duties and obligations under this Agreement consistent with the rules governing the practice of law by the Consultant and its partners and employees.
4. During the currency of this Agreement the Consultant will not, without prior written consent of the TDC, accept any

engagement or otherwise render any services to other individuals, firms, corporations or entities in connection with any public affairs or legislative matter or activities that involve interests or positions in conflict with those of the TDC and Hong Kong of which the Consultant is or ought reasonably to be aware. In the event that a conflict of interest shall arise or it becomes apparent to the Consultant that a conflict of interest is likely to arise the Consultant shall immediately inform the TDC in writing and seek the TDC's views as to the applicability of this paragraph 4. For its part, the TDC agrees that it will not require the Consultant to decline an engagement unless it is satisfied that any such engagement could have an adverse impact on the effectiveness of the Consultant's services herein.

5. In the event that the TDC shall determine, at its sole discretion, that a conflict of interest exists or is likely to arise as a result of an existing or new representation undertaken by the Consultant, the TDC shall, at its option, be entitled immediately to terminate this Agreement.
6. The Consultant shall not subcontract the whole, a part or parts of the consultancy services to any person whatsoever save with the prior written consent of the TDC.
7. The subcontracting of any part of the consultancy services pursuant to the provision in paragraph 6 shall not relieve the Consultant from any liability, duty or obligation under this Agreement and it shall be responsible for the acts, defaults and neglect of any

subcontractor and its officers as if they were the acts, defaults or neglect of the Consultant.

8. The Consultant shall not without the prior written approval of the TDC at any time either during the course of this Agreement or thereafter divulge to any third person information specified confidential in connection with the consultancy services or other confidential information relating to or concerning the TDC. The Consultant shall use its best endeavors to ensure that all members of its staff comply with the requirements of this provision. This obligation shall not apply to information i) previously known to the Consultant as evidenced by its records; ii) subsequently otherwise acquired by the Consultant from a third party having an independent right to disclose the information; iii) which is now or later becomes publicly known through no fault of the Consultant; or iv) required to be disclosed pursuant to a requirement of a governmental law or by agency or court order. It is acknowledged, however, that Consultant will make such filings and disclosures as are required by US law, including the Foreign Agents Registration Act (FARA).
9. In consideration of the services and undertakings of the Consultant herein during the currency of this Agreement, the TDC will pay the Consultant a sum of US\$40,000 as consultancy fee and expenses. The payment will be effected in arrears on the last day of the Agreement. If this Agreement is terminated at any time before 31st of March 1993, the fees shall be prorated to cover the period prior to termination.

10. (a) The Consultant shall not infringe the copyright or other intellectual property of any publications matters or things in the course of the performance of the consultancy services and shall in any event indemnify and keep indemnified the TDC against all actions, claims, damages and costs which may be sustained by the TDC resulting from any such infringement by the Consultant.
 - (b) The ownership, copyright and all other intellectual property in all reports, documents, matters, particulars or things prepared by the Consultant specifically for TDC, or received by the Consultant from the TDC or its representatives, to the extent of their interest therein, in the course of the consultancy services shall be vested in and belong to the TDC and the Consultant shall not use any such reports, documents, matters, particulars or things or disclose the contents thereof to any person other than a representative of the TDC or a person employed by the Consultant in carrying out this Agreement in any manner outside the course of the consultancy services, without the prior written approval of the TDC unless such documents are prepared or received for public distribution in connection with the consultancy services.
11. No failure by either party to exercise and no delay by either party in exercising any right or remedy available to it under this Agreement or in law or in equity shall operate as a waiver of such right or remedy; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof; nor shall any such failure to exercise, or delay in

exercising, or single or partial exercise of any such right or remedy preclude the exercise of any other right or remedy; and the rights and remedies of each party herein contained shall be cumulative and not exclusive of any other rights or remedies provided by law or in equity.

12. (a) Either party may terminate this Agreement by written notice to the other party hereto, not less than thirty (30) days prior to the date upon which such termination becomes effective.
 - (b) Breach of any conditions contained in this Agreement by either party shall entitle the other party to terminate this Agreement immediately.
 - (c) The TDC will be entitled to terminate this Agreement forthwith if the Consultant shall go into liquidation or if a receiver has been appointed over any of its assets.
 - (d) Upon termination of this Agreement, the Consultant shall deliver to the TDC as soon as possible all documents, data and other papers in relation to the consultancy services completed up to that time. Such are to be delivered to the TDC in an orderly and understandable manner.
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13. (a) If any dispute or difference shall arise between the parties hereto touching any matter or thing connected with this Agreement the same shall be referred, following written notice of the existence of the dispute or difference given by one party to the other, to a mutually agreed single arbitrator,

sitting in Hong Kong, who shall arbitrate the dispute or differences in accordance with the provisions of the Arbitration Ordinance of Hong Kong or any statutory modification or re-enactment thereof for the time being in force.

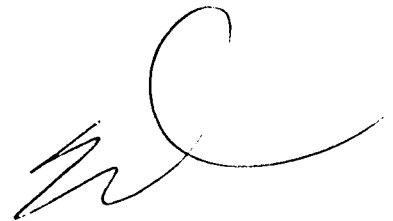
(b) The award of the arbitrator shall be final and binding on both parties.

14. This Agreement shall be subject to and construed in accordance with the laws of Hong Kong.

Signed for and on behalf of
Powell, Goldstein,
Frazer and Murphy, by




Witness : Cathy Fortney
Name: Cathy Fortney



Signed for and on behalf of
The Hong Kong Trade Development
Council, by

Alan Wong, Regional
Director, Americas

Witness : 
Name: JACQUELINE WHITE

APPENDIX A

SPECIAL PROVISIONS TO CONSULTANCY AGREEMENT

1. Notwithstanding any other provision of the Agreement:
 - A. The terms "Consultant" and "Consultancy Service" are used in the Agreement for convenience only. TDC is engaging the Consultant, with respect to all of the services referenced in paragraph 2 of the Agreement, as its attorney and counsel and Consultant accepts such engagement. Consultant shall be bound by the attorney-client relationship.
 - B. No provision of this Agreement shall be interpreted (a) as waiving the privileges or rights of the TDC or Consultant arising from the attorney-client relationship, including the attorney-client and work product principles, or (b) as imposing upon the Consultant, or its partners or employees, any duty of obligation the performance of which is prohibited by or in conflict with the rules governing the practice of law by such attorneys.
 - C. All conflicts of interest as discussed herein are governed by the standards and procedures set forth in the rules governing the practice of law by the Consultant and its partners and employees. TDC agrees that the Consultant will continue to provide information regarding trade policy to Consultant's other clients, but excluding information prepared exclusively for TDC or relating to confidential information.
 - D. Except for matters relating to the practice of law by the Consultant, including the attorney-client relationship between the TDC and Consultant, which shall be governed by the rules of the District of Columbia governing the practice of law by Consultant, this Agreement shall be governed by the law of Hong Kong.
 - E. Consultant's legal services do not include representing TDC in any specific case or controversy involving U.S. trade law or regulations before (1) any Article I or Article III Court of the United States Government, (2) any State or local judicial court, or (3) any Federal, State, or local Executive branch agency or other administrative agency thereof.